

**EXHIBIT
A**

SUPREME COURT, CIVIL BRANCH

QUEENS' COUNTY

88-11 Sutphin Boulevard, Jamaica, N.Y. 11432

X

John L. Peteresc-Tolino

Plaintiff

-against-

Edward Harap, Arthur Loweth,

SUMMONS

Ciro Lupo, Steven Londen, (Lunden/London)

Commercial Electrical Contractor Inc.,

Defendants

Date Index No.

Purchased 7-2-07

Index No. 16672/07

To the Persons Named as Defendants Above:

PLEASE TAKE NOTICE THAT

You ARE HEREBY SUMMONED to
answer the complaint of the plaintiff
herein and to serve a copy of your

Answer on the plaintiff at the address indicated below within 20 days after the service of this summons (not counting the day of service itself), or within 30 days after service is complete if the summons is not delivered personally to you within the state of New York.

YOU ARE HEREBY NOTIFIED
THAT should you fail to answer,
a judgment will be entered
against you by default for the

relief demanded in the complaint.

Dated:

7-2-07

John L. Peteres-Tolli

John L. Peteres-Tolli

14 straight Path
Rock Hill, N.Y.

12775

(917) 628-7300

(845) 270-5949

Defendant's Address:

Edward Harap - 228-14
Stronghurst Ave. Bellrose Manor
N.Y. 11427
Arthur Loweth - 6 Deer Trail
Court, Ringwood, New Jersey 07456

10-28 47th Ave.
Long Island City,
N.Y. 11101
(718) 784-3500

Ciro Lupo, Steven London /

Steven London / Steven

London, Commercial Electrical

Contractor, Inc. - ALL-

← 10-28 47th Ave. Long Island City,
N.Y. 11101 (718) 784-3500

Venue: Plaintiff designates Queens County as the place of trial. The basis of this designation is

- ✓ Defendants residence in Queens county
- ✓ other union I'm affiliated with is in Queens County.

SUPREME COURT CIVIL BRANCH

QUEEN'S COUNTY

88-11 Sutphin Boulevard, Jamaica, N.Y. 100-
----- X

John L. Peterec-Tolino

Index No. 16642/07

Plaintiff

Date Index No.

Purchased 7-2-07

COMPLAINT

Edward Harp, Arthur Loweth, Ciro Lupo,
Steven London / A.K.A. Lundon / AKA. London
Commercial Electrical Contractors Inc.

Defendants

----- X
To THE SUPREME COURT OF THE STATE OF N.Y.

The complaint of the plaintiff,
John L. Peterec-Tolino, respectfully shows
and alleges as follows:

1) The plaintiff herein, John L. Peterec-
Tolino is a resident of the state of

New York. Mr. Peteres-Tolino resides at 14 straight Path, Rock Hill, N.Y. 12775.

2) The defendant herein, Edward Harap is a member of Local Union #3 of the International Brotherhood of Electrical Workers. Edward Harap was employed by Commercial Electrical Contractors, Inc. From dates 7-3-06 until 7-7-06, Harap was employed as the the title of foreman at a project at the Dalton School of Music between Lexington and Park Avenues on 89th Street in Manhattan N.Y.C. when he was the plaintiff's immediate supervisor. At no other

times did the Plaintiff work with or for Edward Harap other than the time periods between 7-3-06 (monday until midday 7-7-06 (friday). 7-4-(holiday) Plaintiff John L. Peterec-Tolino is also a member of Local Union #3 of the I.B.E.W., and has been for nine years now. His first three years in the EE Division (Elevator) and his last as a progressing Apprentice in the "A" construction division. The Plaintiff NEVER received a "Termination for cause" or better known as a "Bad Layoff"

From ANY contractor affiliated
with Local Union #3, until
7-7-06.

On 7-7-06, defendant Edward Harap terminated Plaintiff for cause and or a bad layout. Edward Harap signed a termination sheet to be sent to the Apprentice Dept. of Local Union #3 against the Plaintiff.

Harap signed to his statement claiming "Plaintiff was un-productive," "had to be told what to do repeatedly," and told the Super Arthur Loweth that Plaintiff "was not someone to mess with."

(Threats). Edwards Harp willfully and deliberately wrote these statements and signed off on them to portray the Plaintiff as a problem employee and a member not fit to be in Local Union #3. He deliberately in his general statement of termination set - out to portray the Plaintiff in an extremely unfavorable light to the Apprentice Dept. of the Plaintiff's Union, thus putting his career in serious jeopardy.

Harps' statements left no explanation as to how the Plaintiff was "unproductive" etc., so as to attempt to have the Union view the Plaintiff in as poor a light as possible, again putting the Plaintiff's career in serious jeopardy. Harp deliberately deceived and attempted to manipulate the Union to falsely reprimand and retaliate to the detriment of the Plaintiff.

In a workman's compensation hearing at the Union on 2-27-07,

Harap testified under oath "that he never heard what was said between the Plaintiff and the Super, Arthur Loweth on 7-7-06. Yet on 7-7-06, Harap put in the statement of termination, that the Plaintiff told Arthur Loweth that Plaintiff is "not a man to mess with". Thus proving that Harap lied on his termination sheet of the Plaintiff to cause Plaintiff harm. The vague statement Harap

(12)

signed to of "unproductive", was
to portray the Plaintiff as
poor at his duties as a
fifth year apprentice in so far
as electrical work ability /
capacity. Again to cause harm
to Plaintiff. Again, on 2-27-07
during a Workmen's Compensation
Trial, while under oath, Harap
Explained "unproductive" on his
Claim of the Plaintiff as:
A) Going for coffee at
times unfavorable to the
foreman → Plaintiff asserts

(13)

that it is the foreman's responsibility to tell the apprentice to go for coffee. Plaintiff never left at an exact time in either of the 3½ days he worked at the Patton school under Harap (July 4th Thursday - Holiday) — as Harap asked for coffee to be done at different times. B) Harap also explained that "unproductive" of Plaintiff's termination sheet on 7-7-06 at Comp trial on

(14)

2-27-07 due to Plaintiff
"having to make more than one
trip to bring materials from
the 3rd floor material area
down to the second level
sub - basement work area." → Plaintiff
asserts that the Dalton school
of music was occupied and
that Plaintiff was asthmatic
and born with a crooked
spine. Taking materials in more
than one trip was necessary

for the safety of the school's pupils and the health / disabilities of the Plaintiff, where the reasonable accommodation of more than one trip was necessary.

At the Comp trial, Arthur Loweth, the super of the project AND Edward Harapin supervisor testified under oath that he "had no problem with the various time frame differences of daily coffee breaks." Also another witness at trial for the